

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 33													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-15-Q-0312													
						6. SOLICITATION ISSUE DATE 09-29-2015													
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Amanda J. Bleses Amanda.Bleses@va.gov				b. TELEPHONE NO. (No Collect Calls) 732-795-1054													
						8. OFFER DUE DATE/LOCAL TIME 10-02-2015 3PM EST													
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 561720 <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$18.0 Million															
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A													
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP													
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724															
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971															
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">19. ITEM NO.</th> <th style="width: 52%;">20. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width: 8%;">21. QUANTITY</th> <th style="width: 8%;">22. UNIT</th> <th style="width: 10%;">23. UNIT PRICE</th> <th style="width: 14%;">24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td> Title: Cleaning Services for Brooklyn and Philadelphia Data Centers Alternate POC: Debra G. Clayton Phone: 732-795-1015 Email: Debra.Clayton2@va.gov Type of Contract: Firm Fixed Price See Section B.2 for a list of cleaning services PO#: TBD Quote #: TBD (Use Reverse and/or Attach Additional Sheets as Necessary) </td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		Title: Cleaning Services for Brooklyn and Philadelphia Data Centers Alternate POC: Debra G. Clayton Phone: 732-795-1015 Email: Debra.Clayton2@va.gov Type of Contract: Firm Fixed Price See Section B.2 for a list of cleaning services PO#: TBD Quote #: TBD (Use Reverse and/or Attach Additional Sheets as Necessary)				
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25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)													
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:													
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)															
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Debra G. Clayton Contracting Officer		31c. DATE SIGNED													

Governing Law

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (*e.g.*, restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

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SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 CONTRACT ADMINISTRATION DATA**

(Continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 0010B
 Department of Veterans Affairs
 Technology Acquisition Center
 23 Christopher Way
 Eatontown, NJ 07724

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☐ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ upon acceptance of deliverables

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests (the mailing address is only provided for use if any of the conditions in 852.232-70(e) apply).

Department of Veterans Affairs
 Technology Acquisition Center
 Financial Services Center
 PO Box 149971
 Austin TX 78714-8971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 Price/Cost Schedule

Base Year Period of Performance: 12 months from date of award					
Contract Line Item Number (CLIN)	CLIN Description	QTY	Unit	Unit Price	Total Price
0001	Cleaning Services for Philadelphia Data Center shall be provided in accordance with (IAW) Performance Work Statement (PWS) paragraph 4.0. This firm fixed-price (FFP) CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
0001AA	QUARTERLY SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	4	EA	\$	\$
0001AB	SEMI-ANNUAL SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	2	EA	\$	\$
0002	Cleaning Services for Brooklyn VA shall be provided IAW PWS paragraph 4.0.. This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
0002AA	MONTHLY SERVICE – Brooklyn Data Center (1ST Floor – Building (Bldg) #14) IAW PWS paragraph 4.0	12	MO	\$	\$
0002AB	MONTHLY SERVICE – Brooklyn Office Cleaning (1st & 2nd floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
0002AC	SEMI-ANNUAL SERVICE – Brooklyn Data Center (1st Floor – Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
0002AD	SEMI-ANNUAL SERVICE – Brooklyn Office Cleaning (1st & 2nd Floor Bldg	2	EA	\$	\$

	#14) IAW PWS paragraph 4.0				
0003	Monthly Progress Report IAW PWS paragraph 4.1 Due the fifth day of each month throughout the period of performance (PoP). Electronic submission to: Contracting Officer's Representative (COR) and the Contracting Officer (CO) Inspection: destination Acceptance: destination	12	EA	NSP	NSP
0004	Contractor Staff Roster IAW PWS paragraph 5.1 Due 3 days after contract award and updated throughout the PoP. Electronic submission to: COR and the CO. Inspection: destination Acceptance: destination	1	EA	NSP	NSP
	Base Total			\$	

Option One Period of Performance: 12 months from end of Base Period (if exercised)
This option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract

Contract Line Item Number (CLIN)	CLIN Description	QTY	Unit	Unit Price	Total Price
1001	Cleaning Services for Philadelphia Data Center shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
1001AA	QUARTERLY SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	4	EA	\$	\$
1001AB	SEMI-ANNUAL SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	2	EA	\$	\$

1002	Cleaning Services for Brooklyn VA shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
1002AA	MONTHLY SERVICE – Brooklyn Data Center (1ST Floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
1002AB	MONTHLY SERVICE – Brooklyn Office Cleaning (1st & 2nd floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
1002AC	SEMI-ANNUAL SERVICE – Brooklyn Data Center (1st Floor – Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
1002AD	SEMI-ANNUAL SERVICE – Brooklyn Office Cleaning (1st & 2nd Floor Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
1003	Monthly Progress Report IAW PWS paragraph 4.1 Due the fifth day of each month throughout the PoP. Electronic submission to: COR the CO Inspection: destination Acceptance: destination	12	EA	NSP	NSP
1004	Contractor Staff Roster IAW PWS paragraph 5.1 Due 3 days after start of option period (if exercised) and updated throughout the PoP. Electronic submission to: COR and the CO. Inspection: destination Acceptance: destination	1	EA	NSP	NSP
Option One Total				\$	

Option Two Period of Performance: 12 months from end of Option Period One (if exercised)
This option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract

Contract Line Item Number (CLIN)	CLIN Description	QTY	Unit	Unit Price	Total Price
2001	Cleaning Services for Philadelphia Data Center shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
2001AA	QUARTERLY SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	4	EA	\$	\$
2001AB	SEMI-ANNUAL SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	2	EA	\$	\$
2002	Cleaning Services for Brooklyn VA shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
2002AA	MONTHLY SERVICE – Brooklyn Data Center (1ST Floor – Bldg #14) IAW PWS paragraph 4.0.	12	MO	\$	\$
2002AB	MONTHLY SERVICE – Brooklyn Office Cleaning (1st & 2nd floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
2002AC	SEMI-ANNUAL SERVICE – Brooklyn Data Center (1st Floor – Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
2002AD	SEMI-ANNUAL SERVICE – Brooklyn Office Cleaning (1st & 2nd Floor Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
2003	Monthly Progress Report IAW PWS paragraph 4.1 Due the fifth day of each month throughout the PoP. Electronic submission to: COR and the CO Inspection: destination Acceptance: destination	12	EA	NSP	NSP

2004	Contractor Staff Roster IAW PWS paragraph 5.1 Due 3 days after start of option period (if exercised) and updated throughout the PoP. Electronic submission to: VA PM, COR, CO. Inspection: destination Acceptance: destination	1	EA	NSP	NSP
	Option Two Total			\$	

Option Three Period of Performance: 12 months from end of Option Period Two (if exercised)
This option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract

Contract Line Item Number (CLIN)	CLIN Description	QTY	Unit	Unit Price	Total Price
3001	Cleaning Services for Philadelphia Data Center shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0.	12	MO	\$	\$
3001AA	QUARTERLY SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	4	EA	\$	\$
3001AB	SEMI-ANNUAL SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	2	EA	\$	\$
3002	Cleaning Services for Brooklyn VA shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0.	12	MO	\$	\$

3002AA	MONTHLY SERVICE – Brooklyn Data Center (1ST Floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
3002AB	MONTHLY SERVICE – Brooklyn Office Cleaning (1st & 2nd floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
3002AC	SEMI-ANNUAL SERVICE – Brooklyn Data Center (1st Floor – Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
3002AD	SEMI-ANNUAL SERVICE – Brooklyn Office Cleaning (1st & 2nd Floor Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
3003	Monthly Progress Report IAW PWS paragraph 4.1 Due the fifth day of each month throughout the PoP. Electronic submission to: COR and the CO Inspection: destination Acceptance: destination	12	EA	NSP	NSP
3004	Contractor Staff Roster IAW PWS paragraph 5.1 Due 3 days after start of option period (if exercised) and updated throughout the PoP. Electronic submission to: COR and the CO. Inspection: destination Acceptance: destination	1	EA	NSP	NSP
Option Three Total				\$	

Option Four Period of Performance: 12 months from end of Option Period Three (if exercised)
This option may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract

Contract Line Item Number (CLIN)	CLIN Description	QTY	Unit	Unit Price	Total Price
4001	Cleaning Services for Philadelphia Data Center shall be provided IAW PWS paragraph 4.0	12	MO	\$	\$

	This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0				
4001AA	QUARTERLY SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	4	EA	\$	\$
4001AB	SEMI-ANNUAL SERVICE – Philadelphia Data Center (Room 11217 & 803) IAW PWS paragraph 4.0	2	EA	\$	\$
4002	Cleaning Services for Brooklyn VA shall be provided IAW PWS paragraph 4.0 This FFP CLIN includes all labor, material, and other costs required for the successful completion of the services detailed in PWS paragraph 4.0	12	MO	\$	\$
4002AA	MONTHLY SERVICE – Brooklyn Data Center (1ST Floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
4002AB	MONTHLY SERVICE – Brooklyn Office Cleaning (1st & 2nd floor – Bldg #14) IAW PWS paragraph 4.0	12	MO	\$	\$
4002AC	SEMI-ANNUAL SERVICE – Brooklyn Data Center (1st Floor – Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
4002AD	SEMI-ANNUAL SERVICE – Brooklyn Office Cleaning (1st & 2nd Floor Bldg #14) IAW PWS paragraph 4.0	2	EA	\$	\$
4003	Monthly Progress Report IAW PWS paragraph 4.1 Due the fifth day of each month throughout the PoP. Electronic submission to: COR and the CO Inspection: destination Acceptance: destination	12	EA	NSP	NSP
4004	Contractor Staff Roster IAW PWS paragraph 5.1 Due 3 days after start of option period (if exercised) and updated throughout the PoP.	1	EA	NSP	NSP

	Electronic submission to: COR and the CO. Inspection: destination Acceptance: destination				
	Option Four Total			\$	
	Grand Total: (Base + Option One + Option Two + Option Three + Option Four)			\$	

B.3 PERFORMANCE WORK STATEMENT

SIMPLIFIED ACQUISITION PROCEDURES (SAP) PERFORMANCE WORK STATEMENT (PWS)



**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology (OI&T)**

**Cleaning Services
Brooklyn and Philadelphia Data Processing Centers
Region 4**

**Date: July 27, 2015
TAC-16-23944
PWS Version Number: 1.0**

1.0 DESCRIPTION OF SERVICES

Description/Specification-Cleaning of the Brooklyn and Philadelphia Data Centers VA Region 4 office of OI&T.

2.0 APPLICABLE DOCUMENTS

Documents referenced or germane to this PWS are listed below. In the performance of the tasks associated with this PWS, the Contractor shall comply with the following:

1. VA Handbook 6500.6, "Contract Security," March 12, 2010

3.0 PERFORMANCE DETAILS

The Contractor shall provide cleaning at VA's Brooklyn and Philadelphia Data Processing Center Locations. The Contractor shall ensure that cleaning procedures do not disturb the on-going operation of the installed computer equipment, sub floor leak detection system, fire suppression system or other power systems.

3.1 PERFORMANCE PERIOD

The period of performance shall be 12 months from date of award followed by four 12-month option periods (if exercised).

All services will be performed between 4:30 PM EST and 8:00 PM EST Monday through Friday.

3.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed in VA facilities located in Philadelphia Data Center, 401 N. Broad Street Philadelphia, PA, in the following rooms Data Center (Room 11217) and Data Center Expansion (Room 803) and Brooklyn VA Medical Center, 800 Poly Place Brooklyn, NY, 11209 in Building #14 Data Center (1st Floor) and Offices (1st & 2nd Floor).

4.0 SPECIFIC TASKS AND DELIVERABLES

A. The Contractor shall perform the following at the Philadelphia Data Center:

1. QUARTERLY SERVICE (Room 11217 & 803)
 - a. Complete vacuuming with filtered vacuums that the contractor shall provide. All surfaces including cable racks, light fixtures, equipment frames, server cabinets, network communication racks, etc.
 - b. Complete cleaning of all surfaces with specially designed, non-residue tack cloths provided by the contractor, in order to remove remaining contaminants.
 - c. Complete removal of all dust, fingerprints, etc. from walls, doors, Air conditioner units, Power Distribution Units, desks, etc. including entire contents of computer room.
 - d. Complete vacuuming and cleaning entire top of floor surface.

2. SEMI-ANNUAL SERVICE – Data Center (Room 11217 & 803)

- a. The Contractor shall provide the same as above monthly services plus the following cleaning services:
 - i. Complete vacuuming of the entire underfloor surface area with filtered vacuums that the contractor shall provide.
 - ii. Complete cleaning of the entire underfloor surface area.
 - iii. Clean all pedestals and stringers before replacing floor tiles.

B. The Contractor shall perform the following at the Brooklyn Data Center:

1. MONTHLY SERVICE – Data Center (1ST Floor – Bldg. #14)

- a. Complete vacuuming with quadruple filtered vacuums that the contractor shall provide. All surfaces including cable racks, light fixtures, equipment frames, server cabinets, network communication racks, etc.
- b. Complete cleaning of all surfaces with non-residue tack cloths provided by the contractor, in order to remove remaining contaminants.
- c. Complete removal of all dust, fingerprints, etc. from walls, doors, Air conditioner units, Power distribution units, desks, etc. including entire contents of computer room.
- d. Complete vacuuming and cleaning entire top of floor surface.

2. SEMI-ANNUAL SERVICE – Data Center (1st Floor – Bldg. #14)

- a. The Contractor shall provide the same as above monthly services plus the following cleaning services:
 - i. Complete vacuuming of the entire underfloor surface area with filtered vacuums that the contractor shall provide.
 - ii. Complete cleaning of the entire underfloor surface area
 - iii. Clean all pedestals and stringers before replacing floor tiles

3. MONTHLY SERVICE – Office Cleaning (1st & 2nd floor – Bldg. #14)

- a. Clean all desk, cabinets and glass.
- b. Clean all equipment including PC's, printers, fax machines, flat screen monitors, etc.

4. SEMI-ANNUAL SERVICE – Office Cleaning (1st & 2nd Floor Bldg. #14)

- a. The Contractor shall provide the same as above monthly services plus the following cleaning services:
 - i. Remove all loose dirt, dust, etc. in all accessible carpeted areas by vacuuming
 - ii. Pre-treat Stains and high traffic areas
 - iii. Clean carpets using a water soluble cleaning agent which contains no ammonia or metallic properties harmful to equipment.
 - iv. Apply cleaning agent with a cloth pad on a rotary carpet shampooer.
 - v. Use an extraction process to remove the contaminants from the carpet.
 - vi. Clean inaccessible areas are by hand with scrub brushes and cleaning solutions.

- vii. Treat carpets with an anti-static solution to prevent harmful static buildup.
- 5. Uniforms and protective clothing.
 - a. The contractor shall determine the need for and provide any personal protective clothing required.
 - b. All Contract employees must wear VA provided identification badges.
 - c. All contractor employees shall wear contractor provided uniforms which are clearly distinguishable and shall display legible identification and company's name.
- 6. Safety Precautions.
 - a. At no time shall hardware devices, computer equipment, heating, ventilating, and air conditioning units, leak detection systems or Uninterruptable Power Supplies equipment be shifted or moved and careful attention shall be taken not to disturb electrical connections, safety devices, fire suppression systems and other environmental/support equipment.
 - b. All vendor equipment and other machinery that will be used during the cleaning must be properly grounded with appropriate inspection.

The COR shall monitor and evaluate the effectiveness of the program. The contractor will take prompt action to correct all identified deficiencies.

4.1 REPORTING REQUIREMENTS

The Contractor shall provide the COR with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding Month.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverable:

A. Monthly Report

5.0 GENERAL REQUIREMENTS

5.1 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

The position sensitivity and the level of background investigation commensurate with the required level of access is as follows:

☒ Low/NACI/Tier 1

Contractor is continuously escorted throughout the cleaning areas and is never permitted to go beyond cleaning and dusting of cabinets and the backs of cabinets

Contractor Responsibilities:

- a. For a Low/Tier 1 Risk designation, with a period of performance requirement of 180 days or less, a Special Agreement Check (SAC) is required. A Department of Veterans Affairs (DVA) Memorandum – Electronic Fingerprints are required for fingerprinting. This should be submitted to the CO or COR after award has been made.
- b. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement of Low/NACI Tier 1 SAC. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- c. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- d. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- e. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." The investigative history for Contractor personnel working

under this contract must be maintained in the database of the Office of Personnel Management (OPM).

- f. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- g. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- h. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

A. Contractor Staff Roster

5.2 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Technical Needs	Philadelphia Data Center 401 N. Broad Street Philadelphia, PA 1) Data Center (Room 11217) 2) Data Center Expansion (Room 803) IAW PWS paragraph 4.0.A	Acceptable/ Unacceptable
	QUARTERLY SERVICE – Data Center (Room 11217 & 803) IAW PWS paragraph 4.0.A.1 SEMI-ANNUAL SERVICE – Data Center (Room 11217 & 803) IAW PWS paragraph 4.0.A. 2	
	Brooklyn VA Medical Center 800 Poly Place Brooklyn, NY 11209 Building #14 1) Data Center (1st Floor) 2) Offices (1st & 2nd Floor) IAW PWS paragraph 4.0.B	
	MONTHLY SERVICE – Data Center (1ST Floor – Bldg. #14) IAW PWS paragraph 4.0.B.1.	

	<p>MONTHLY SERVICE – Office Cleaning (1st & 2nd floor – Bldg. #14) IAW PWS paragraph 4.0.B.3.</p> <p>SEMI-ANNUAL SERVICE – Data Center (1st Floor – Bldg. #14) IAW PWS paragraph 4.0.B.2</p> <p>SEMI-ANNUAL SERVICE – Office Cleaning (1st & 2nd Floor Bldg. #14) IAW PWS paragraph 4.0.B.4</p>	
2. Project Milestones and Schedule	<p>Philadelphia DPC - QUARTERLY SERVICE – Data Center (Room 11217 & 803)</p> <p>Philadelphia DPC - SEMI-ANNUAL SERVICE – Data Center (Room 11217 & 803)</p> <p>Brooklyn DPC - MONTHLY SERVICE – Data Center (1ST Floor – Bldg. #14)</p> <p>Brooklyn DPC - MONTHLY SERVICE – Office cleaning (1st & 2nd floor – Bldg. #14)</p> <p>Brooklyn DPC - SEMI-ANNUAL SERVICE – Data Center (1st Floor – Bldg. #14)</p> <p>Brooklyn DPC - SEMI-ANNUAL SERVICE – Office Cleaning (1st & 2nd Floor Bldg. #14)</p>	Acceptable/ Unacceptable

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A SAP Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

POINTS OF CONTACT

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SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015) ALTERNATE II (APR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(E) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(J)(1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (AUG 2013).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor from date of award until up to 30 days beyond the contract completion date ; provided that the

Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

C.3 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising

in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

C.7 52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.html>.

(End of clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 0001: Brooklyn_Wage Determination.pdf

Attachment 0002:Philadelphia_Wage Determination.pdf

SECTION E - SOLICITATION PROVISIONS

E.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

E.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JUL 2013
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS	MAR 2015

E.4 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.5 BASIS FOR AWARD

Award will be made to the lowest price offer whose quote conforms to the requirements set forth in the schedule of the solicitation, Section B.2 and the Performance Work Statement, Section B.3. The total evaluated price shall be the sum of all proposed line items (including all options) set forth in Section B.2 of the solicitation. All Offerors must submit a proposal on an "All or None" basis.

All offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total quoted price of all offerors. Thereafter, the Government will evaluate the quote of the lowest priced offeror only. If the lowest priced offeror's quote is determined to conform to the requirements, the Government may make award to that offeror without further evaluation of the remaining offerors' quotes. If it is determined that the lowest priced offeror's quote does not conform to the requirement, then the Government may evaluate the next lowest priced quote, and so forth and so on, until the Government reaches the lowest priced quote that is determined to conform to the requirement. However, the Government reserves the right to evaluate all offerors' quotes should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

E.6 EVALUATION APPROACH

Quotes will be evaluated strictly in accordance with their written content. Quotes which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be deemed not to conform to the requirements and thus, ineligible for award.

E.7 PROPOSAL SUBMISSION INSTRUCTIONS

The offeror's response shall be submitted in accordance with the following instructions:

The proposal shall be submitted by October 2, 2015 at 3:00 p.m. EST.

a. The response shall be submitted via email and must be in the following formats: Microsoft Word, Excel, or PDF.

1. Your response shall include the following:

a. A technical description of the services being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary. The technical description shall not exceed 10 pages.

b. Complete the Schedule of Supplies/Services in Section B.2 of the solicitation.

Any concerns should be addressed to Amanda Bleses, Contract Specialist, by email at Amanda.Bleses@va.gov and the Contracting Officer Debra Clayton, Debra.Clayton2@va.gov.

b. Please note that file size is limited to less than 5 MB. If your file exceeds the size limit, please send multiple emails. The technical volume and price volume shall be separate volumes. Additional areas may be separated into individual volumes.